

PANTHER TRADING IMPORTS INC.,
 10119 Lyons Mill Road
 Owings Mills
 Baltimore County, MD 21117,

SERVE:



Harsimran Singh
 10119 Lyons Mill Road
 Owings Mills, MD 21117

Defendants.

COMPLAINT

Plaintiff, Smith & Wesson Corp., asserts claims under the Lanham Act and Maryland law against Defendants Panther Brands, Inc., Panther Cutlery, Inc., Panther Trading Company, Inc., and Panther Trading Imports, Inc., jointly and severally (collectively "Panther"), arising from Panther's sale of infringing knives bearing Smith & Wesson's well-known and federally-registered M&P® mark and logo. In support of its claims, Smith & Wesson alleges as follows:

NATURE OF THE ACTION

1. Plaintiff, Smith & Wesson Corp., one of the oldest manufacturers of firearms and other security and safety products in the United States, sells firearms and related products under its M&P® trademark and its  ® logo, both of which are federally-registered and widely-recognized. In early 2009, Smith & Wesson extended its valuable M&P® brand to a line of knives that are sold throughout the United States and the world. After Smith & Wesson's M&P® knives entered the market, Defendant Panther sought to exploit for its own benefit the value Smith & Wesson had built up in the M&P® brand by marketing and selling knock off "M&P" knives, which included a patently obvious copy of Smith & Wesson's  ® logo on the

Panther knife handles and blades. Smith & Wesson seeks injunctive relief and monetary damages for Panther's knowing and willful infringement of Smith & Wesson's trademarks, and for Panther's unfair competition through such infringement.

THE PARTIES

2. Plaintiff, Smith & Wesson Corp., is a Delaware corporation with its principal place of business at 2100 Roosevelt Avenue, Springfield, Massachusetts 01104.

3. Defendant Panther Brands, Inc. is a Maryland corporation, with its principal place of business at 10119 Lyons Mill Road, Owings Mills, Maryland 21117. The legal existence of Defendant Panther Brands, Inc. as a Maryland corporation was forfeited in 2014.

4. Defendant Panther Cutlery, Inc. is a Maryland corporation, with its principal place of business at 2652 West Patapsco Ave., Baltimore, Maryland 21230.

5. Defendant Panther Trading Company, Inc. is a Maryland corporation, with its principal place of business at 2652 West Patapsco Ave., Baltimore, Maryland 21230.

6. Panther Trading Imports, Inc. is a Maryland corporation, with its principal place of business at 10119 Lyons Mill Road, Owings Mills, Maryland 21117.

JURISDICTION AND VENUE

7. The Court has personal jurisdiction over Defendants because they are organized under the laws of the State of Maryland, and their principal places of business are in Maryland.

8. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. §§ 1331, 1332, 1338, and 1367.

9. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) and (c) because Defendants are all located in this District, and also because a substantial portion of the conduct giving rise to Smith & Wesson's claims against Panther occurred in this District.

BACKGROUND

SMITH & WESSON'S M&P® MARK AND LOGO

10. Smith & Wesson was founded in 1852 and continues to be a leader in the security and safety products industry to this day.

11. For over 100 years, Smith & Wesson has provided high quality products and services to the consuming public under its "Military & Police" and M&P® brand.

12. Smith & Wesson first introduced its Military & Police revolver in 1899. During the 20th Century, Smith & Wesson manufactured and sold millions of M&P® handguns, including approximately one million revolvers to the United States government during World War II.

13. Smith & Wesson re-launched its M&P® brand for a number of product lines in 2005.

14. Since 2005, Smith & Wesson has directly and through its licensees used the M&P® mark to designate the source of its firearms, and subsequently to designate the source of its airsoft pistols, non-firing training guns, and other security and safety products.

15. As a result of the tremendous and long-standing success of Smith & Wesson's M&P® series of firearms, the M&P® mark has become both famous and synonymous with high quality firearms and related products.



16. Smith & Wesson owns a federal registration for the mark M&P® for "firearms" (Reg. No. 4,194,679), which registration has been valid and subsisting since August 21, 2012. A copy of the registration information for the M&P® mark is attached as Exhibit A.

17. In January 2009, Smith & Wesson extended its M&P® brand for firearms and other security and safety products to knives.


18. Since that time, a Smith & Wesson licensee has sold Smith & Wesson knives throughout the United States and the world in various channels of trade, including through the Internet.


19. Smith & Wesson has used the following M&P® logos for its knives since it introduced its M&P® line of knives in January 2009:





20. Smith & Wesson owns a federal registration for the  ® logo for knives (Reg. No. 4,605,622), which registration has been valid and subsisting since September 16, 2014. A copy of the registration information for the  ® logo is attached as Exhibit B.

21. Smith & Wesson, directly and through its licensees, uses the M&P® mark to designate the source of its firearms, airsoft pistols, non-firing training guns, and other security and safety products.


22. Smith & Wesson specifically uses its M&P® mark and  ® logo to designate the source of its knives.

23. The M&P® mark and  ® logo are inherently distinctive when used in connection with security and safety products and, specifically, when used in connection with knives.


24. The goods that Smith & Wesson and its licensees have offered and provided under the M&P® mark and the  ® logo have been well-received.

25. The goodwill that the use of the M&P® mark and the  logo has generated has been and is substantial.


26. Since Smith & Wesson re-introduced the M&P® brand in 2005, it has sold hundreds of millions of dollars of M&P® firearms and security and safety products.

27. Between January 2009 and January 2015, Smith & Wesson and its licensees have sold nearly \$12 million of M&P® branded knives, each of which included the  logo; in 2014 alone, gross sales of M&P® branded knives exceeded \$3.1 million.

28. The M&P® mark and the  logo have become well-known to, and favorably viewed by, the relevant trade and public.

29. The M&P® mark and the  logo are uniquely associated with Smith & Wesson as a result of the prominent, continuous, and extensive use of these marks by Smith & Wesson and its authorized licensees for safety and security products, including in connection with knives.

PANTHER'S INFRINGEMENT OF THE M&P® MARK AND LOGO

30. In or about August 2009—after Smith & Wesson's M&P® line of knives entered the market—Panther began importing, advertising, offering to sell, and selling nearly identical copies of Smith & Wesson's M&P® branded knives, including knives the handles and blades of which bore the unmistakable  logo uniquely associated with Smith & Wesson, as illustrated by this accurate reproduction of a photograph used in an advertisement for Panther's knives:



Copies of Panther's websites from May 2, 2014, advertising "M&P knives" for sale, are attached as Exhibit C.

31. A comparison of Panther's infringing knife, shown in the photograph in Paragraph 30, above, with an authentic M&P® knife, shown in this accurate photograph of a Smith & Wesson knife, below, demonstrates Panther's willful intent to exploit Smith & Wesson's registered M&P® mark and **M&P**® logo for its own economic benefit:



32. On first learning of Panther's infringing activities, Smith & Wesson's counsel wrote to Panther demanding, among other things, that Panther cease and desist its unlawful conduct and that it turn over to Smith & Wesson any infringing knives in Panther's possession or control so they could be destroyed. A complete and accurate photocopy of the letter from Smith & Wesson's counsel is attached as Exhibit D.


33. As of the date of the filing of this Complaint, Panther has refused to turn over the infringing knives, despite repeated requests from Smith & Wesson.


FIRST CAUSE OF ACTION

(Trademark Infringement in Violation of 15 U.S.C. § 1114(a))

34. Smith & Wesson repeats and realleges the preceding paragraphs of this Complaint.


35. Smith & Wesson owns a valid, subsisting federal registration for the mark M&P® for “firearms” (Reg. No. 4,194,679).

36. Smith & Wesson owns a valid, subsisting federal registration for the ® logo for “knives; tactical knives, hunting knives and sport knives” (Reg. No. 4,605,622).

37. Panther's uses of the M&P® mark and the ® logo to advertise, sell, and offer for sale knives are without Smith & Wesson's permission or authority.

38. Panther's conduct is likely to lead to and result in consumer confusion, mistake, or deception, and is likely to cause consumers to believe that Smith & Wesson is the source of, or has authorized, licensed, or is otherwise connected or affiliated with, Panther's infringing knives, all to Smith & Wesson's detriment.

39. Panther's conduct violates Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(a).

40. Based on Panther's prominent use of the uniquely distinctive ® logo on its knives, and on information and belief, Panther's infringement is willful.

41. As a direct and proximate result of Panther's conduct, Smith & Wesson has sustained and will continue to sustain substantial damages.


42. Further, as a result of Panther's conduct described above, Smith & Wesson has sustained and will sustain irreparable injury for which no adequate remedy at law exists.


SECOND CAUSE OF ACTION

(False Designation of Origin in Violation of 15 U.S.C. § 1125(a))

43. Smith & Wesson incorporates by reference the preceding paragraphs of this Complaint.


44. Smith & Wesson's M&P® mark is distinctive when used in connection with a range of security and safety products, including knives, by virtue of the substantially-exclusive and extensive use of the mark in commerce by Smith & Wesson and its authorized licensees.

45. Smith & Wesson's ® logo is distinctive when used in connection with knives by virtue of the substantially-exclusive and extensive use of the mark in commerce by Smith & Wesson and its authorized licensees.

46. Panther's copying, imitation, and use of the M&P® mark and the ® logo to sell copycat knives is without Smith & Wesson's permission or authority.

47. Panther's activities are likely to lead to and result in consumer confusion, mistake, or deception, and are likely to cause consumers to believe that Smith & Wesson is the source of, or has authorized, licensed, or is otherwise connected or affiliated with, Panther's infringing knives, all to Smith & Wesson's detriment.

48. Panther's acts violate Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

49. Based on Panther's slavish copying of Smith & Wesson's unique and distinctive ® logo, and on information and belief, Panther's activities are willful.


50. As a direct and proximate result of Panther's conduct, Smith & Wesson has sustained and will continue to sustain substantial damages.



51. Further, as a result of Panther's conduct described above, Smith & Wesson has sustained and will sustain irreparable injury for which no adequate remedy at law exists.

THIRD CAUSE OF ACTION


(Unfair Competition)

52. Smith & Wesson repeats and realleges the preceding paragraphs of this Complaint.

53. Smith & Wesson owns common law trademark rights in its M&P® mark and its  ® logo throughout the United States and in the State of Maryland.

54. Panther's advertising, sale, and offer to sell knives using the M&P® mark and the  ® logo is for the purpose of trading off Smith & Wesson's reputation and goodwill, garnered through its more than 160 year history in the firearms and security and safety products industry, and is likely to cause confusion with and to infringe upon Smith & Wesson's rights in its M&P® mark and its  ® logo.

55. Panther's acts constitute unfair competition under Maryland common law.

56. Based on Panther's slavish copying of Smith & Wesson's unique and distinctive  ® logo, and on information and belief, Panther's activities are willful.


57. As a direct and proximate result of Panther's conduct, Smith & Wesson has sustained and will continue to sustain substantial damages.

58. Further, as a result of Panther's conduct as alleged in this Complaint, Smith & Wesson has sustained and will sustain irreparable injury for which no adequate remedy at law exists.

WHEREFORE Plaintiff, Smith & Wesson Corp., respectfully requests that this Court enter judgment in favor of Plaintiff, Smith & Wesson Corp., and against Defendants Panther Brands, Inc., Panther Cutlery, Inc., Panther Trading Company, Inc., and Panther Trading Imports, Inc., jointly and severally, as follows:


(A) Permanently enjoining Defendants; Defendants' officers, directors, agents, attorneys, servants, employees, subsidiaries, affiliates, assigns, and licensees; anyone in active concert or participation with any of them; and anyone having actual or constructive knowledge of the terms of this injunction from:

(1) infringing or using the M&P® mark, or any mark confusingly similar thereto, in connection with the advertising, promotion, offering for sale, or sale of any product;

(2) infringing or using the  ® logo, or any confusingly similar mark thereto;

(3) falsely designating, falsely describing, falsely advertising, or falsely representing that any of Defendants' products are connected with Smith & Wesson, or are authorized, sponsored, endorsed, or approved by Smith & Wesson; or

(4) unfairly competing with Smith & Wesson;

(B) Ordering Defendants to deliver to Smith & Wesson for immediate destruction all knives, packaging, print material, and associated advertising, marketing and promotional materials of any kind, and the means for reproducing the same, bearing the M&P® mark, the  ® logo, or any colorable imitation thereof, in Defendants' possession, custody, or control, pursuant to 15 U.S.C. § 1118;

(C) Requiring Defendants to account for and pay over to Smith & Wesson all gains, profits, and advantages derived from Defendants' wrongful acts;

(D) Awarding treble damages to Smith & Wesson, pursuant to 15 U.S.C. § 1117, in an amount to be determined at trial;

(E) Awarding statutory damages to Smith & Wesson, pursuant to 15 U.S.C. § 1117(c), in an amount to be determined at trial;

(F) Awarding punitive damages to Smith & Wesson, in an amount to be determined at trial;

(G) Awarding costs, disbursements and attorneys' fees to Smith & Wesson, pursuant to 15 U.S.C. § 1117, in an amount to be determined at trial; and

(H) Awarding Smith & Wesson such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, Smith & Wesson Corp., hereby demands a jury trial on all issues and claims so triable.

Date: June 18, 2015

/s/ _____
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